

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: TONIA HARPER-GROBES, Debtor, CONSUMER PORTFOLIO SERVICE, INC., Movant, v. TONIA HARPER-GROBES, and WILLIAM C. MILLER, Trustee, Respondents.	Bankruptcy No. 20-14349-elf Chapter 13 Document No.
--	---

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

AND NOW, comes Movant, Consumer Portfolio Services, Inc., by and through its undersigned counsel, Bernstein-Burkley, P.C., and files this Motion for Relief from the Automatic Stay (the “Motion”), representing as follows:

THE PARTIES

1. Respondent, Tonia Harper-Grobess, (“Debtor”), is an adult individuals with a place of residence located at 1537 Lincoln Avenue, Sharon Hill, PA 19079.
2. William C. Miller, is the duly appointed Chapter 13 Trustee and is currently acting in such capacity.

JURISDICTION AND VENUE

3. This matter is a core proceeding and this Court has jurisdiction pursuant to 28 U.S.C. § 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Movant seeks relief pursuant to 11 U.S.C. § 362(d) and FRBP 4001 and 9014.

FACTUAL BACKGROUND

4. On or about November 3, 2020, Debtor filed a voluntary petition for relief pursuant to Chapter 13 of the Bankruptcy Code.

5. On or about February 2, 2016, Debtor purchased a 2014 Chevrolet Malibu Sedan 4D 2LT 2.5L I4, VIN# 1G11E5SLXEF296118 (the “Vehicle”), pursuant to a Retail Installment Contract (the “Contract”) with the Movant, a true and correct copy of which is attached hereto as Exhibit A.

6. Movant has a secured interest in the Vehicle, as evidenced by the Certificate of Title attached hereto as Exhibit B.

7. The Contract requires monthly payments of \$387.77, which amounts are due on or before the 3rd of each month.

8. As of the date of this Motion, Debtor is in default of her payment obligations to Movant in the amount of \$1,718.24. Debtor is currently due for the payment due on July 14, 2020.

9. Debtor’s Chapter 13 Plan states that payments to Movant will be made outside the Plan.

10. The gross balance due on the Contract is \$11,124.12.

11. The N.A.D.A value for the Vehicle is \$10,400.00. A true and correct copy of a printout showing that value is attached hereto as Exhibit C. Therefore there is no equity in the collateral, the Debtor is still responsible for making monthly payments to Movant.

12. Movant is entitled to relief from the automatic stay for cause, including the lack of adequate protection, because Debtor has failed to make post-petition payments to Movant. 11 U.S.C. §362(d)(1).

WHEREFORE, Movant, Consumer Portfolio Services, Inc., respectfully requests that this Honorable Court enter an Order, pursuant to 11 U.S.C. § 362(d), granting Movant relief from stay with respect to the 2014 Chevrolet Malibu Sedan 4D 2LT 2.5L I4, VIN# 1G11E5SLXEF296118.

Respectfully submitted,

BERNSTEIN-BURKLEY, P.C.

By: /s/ Keri P. Ebeck
Keri P. Ebeck, Esq.
PA I.D. # 91298
kebeck@bernsteinlaw.com
707 Grant Street
Suite 2200, Gulf Tower
Pittsburgh, PA 15219
Phone (412) 456-8112
Fax: (412) 456-8135

Counsel for Consumer Portfolio Services,
Inc.

Dated: November 19, 2020